

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		Page 1 of 42 Pages		
2. AMENDMENT/MODIFICATION NO. 001		3. EFFECTIVE DATE April 14, 2000		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City NV 89006-1470		CODE http://www.lc.usbr.gov/~g3100/		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP code)				(T)		9A. AMENDMENT OF SOLICITATION NO. 00-SQ-30-0029	
				T		9B. DATED (SEE ITEM 11) March 28, 2000	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [**X**] is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(T)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. **IMPORTANT:** Contractor [] is not [] is required to sign and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Project Title: Supply, Installation, and Maintenance of Aquatic Plants, Brawley and Imperial Wetlands, Imperial County, California

Purpose of Amendment: The purpose of this amendment is to (1) revise the specifications; (2) answer questions posed at the April 11, 2000 pre-quote conference; and (3) provide the a list of attendees at the conference.

Receipt of Quotes: The date, time and receipt of quotes remains April 28, 2000, no later than 4 p.m., local time, at the Bureau of Reclamation, Lower Colorado Regional Office, Boulder City, Nevada (see block 9 of the "Solicitation/Contract/Order for Commercial Items," Standard Form 1449).

Acknowledgment: See block 11 above regarding how to acknowledge this amendment. The acknowledgment must be received at the place designated for receipt of quotes (see block 9 of the "Solicitation/Contract/Order for Commercial Items," Standard Form 1449).

Quote Modification: See block 11 above if you have submitted your quote and now desire to modify it or withdraw it.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

Description of the Changes:

1. In response to questions that have been submitted by potential offerors, revisions to the specifications have been made.
2. The agenda for the April 11, 2000 pre-quote conference is attached, as well as a list of questions posed during the conference and the associated answers.
3. A list of attendees at the pre-quote conference is provided.

Instructions:

<u>Remove</u>	<u>Replace with Revised</u>
Table of Contents, i and ii	Table of Contents, i and ii
I - 3 thru I - 8	I - 3 thru I - 8
II - 9 and II - 10	II - 9 and II - 10
II - 13	II - 13
III -1 thru III - 11	III -1 thru III - 11
Attachment 1 cover	Attachment 1 cover
Attachment 1: Performance Requirements Summary (1 page)	Attachment 1: Performance Requirements Summary (1 page)
Attachment 3 cover	Attachment 3 cover
Attachment 3: QASP (pages A3-1 thru A3-3)	Attachment 3: QASP (pages A3-1 thru A3-6)
V - 5 thru V - 8	V - 5 thru V - 8
-----	Agenda for Pre-Quote Conference and Questions & Answers (4 pages)
-----	Attendance List from Pre-Quote Conference (1 page)

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PART III - PERFORMANCE WORK STATEMENT

CONTINUATION OF BLOCKS FROM SF-1449

1. Block 16: Government Administration Personnel

The contracting office representative responsible for overall administration of this contract is:

<u>Kenneth A. Miller (Mail Code: LC-3130), Contracting Officer</u>			
<u>Bureau of Reclamation, Lower Colorado Regional Office</u>			
<u>P.O. Box 61470, Boulder City NV 89006-1470</u>			
<i>Phone No.</i>	<u>(702) 293-8460</u>	<i>Fax No.</i>	<u>(702) 293-8499</u>
<i>E-mail</i>	<u>kcole@lc.usbr.gov</u>		

2. Block 17a: Contractor's Administration Personnel

Offerors are requested to designate a person who will be in charge of overall administration of this contract.

Name:			
Title:			
Address:			
City/State/Zip:			
Telephone No:	()	FAX No.:	()
E-mail:			

3. BLOCKS 19 THROUGH 24: SCHEDULE OF SERVICES AND PRICES

Schedule for Supply, Installation, and Maintenance of Aquatic Plants Brawley and Imperial Wetlands					
19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
SCHEDULE 1 - Base Year					
Definite Delivery Items:					
1	Install 75,000 aquatic plants at Imperial wetlands site	1	Lump Sum	NA	\$_____
Indefinite Delivery, Requirements, Task Order Items:					
2	Furnish and install 15,000 target aquatic plants at Brawley wetlands site	1	Lump Sum	NA	\$_____
3	Weed removal and aquatic plant maintenance at Imperial wetlands site	9	Month	\$_____	\$_____
4	Weed removal and aquatic plant maintenance at Brawley wetlands site	5	Month	\$_____	\$_____
5	Remove 30-foot perimeter of invasive weed species between cell perimeter and road edge around Imperial wetlands site cells	6	Each	\$_____	\$_____
6	Remove 5-foot perimeter of invasive weed species around water control gates at Imperial wetlands site	6	Each	\$_____	\$_____
7	Remove 30-foot perimeter of invasive weed species between cell perimeter and road edge around Brawley wetlands site cells	4	Each	\$_____	\$_____

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
8	Remove 5-foot perimeter of invasive weed species around water control gates at Imperial wetlands site	4	Each	\$_____	\$_____
9	Furnish and install target aquatic plants at either wetlands site	15	Lots of 100 plants	\$_____	\$_____
Total For Schedule 1					\$_____
SCHEDULE 2 - First Option Year					
Indefinite Delivery, Requirements, Task Order Items:					
10	Weed removal and aquatic plant maintenance at Imperial wetlands site	12	Month	\$_____	\$_____
11	Weed removal and aquatic plant maintenance at Brawley wetlands site	12	Month	\$_____	\$_____
12	Remove 30-foot perimeter of invasive weed species between cell perimeter and road edge around Imperial wetlands site cells	6	Each	\$_____	\$_____
13	Remove 5-foot perimeter of invasive weed species around water control gates at Imperial wetlands site	6	Each	\$_____	\$_____
14	Remove 30-foot perimeter of invasive weed species between cell perimeter and road edge around Brawley wetlands site cells	6	Each	\$_____	\$_____
15	Remove 5-foot perimeter of invasive weed species around water control gates at Brawley wetlands site	6	Each	\$_____	\$_____

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
16	Furnish and install target aquatic plants at either wetlands site	10	Lots of 100 plants	\$_____	\$_____
Total For Schedule 2					\$_____
SCHEDULE 3 - Second Option Year					
Indefinite Delivery, Requirements, Task Order Items:					
17	Weed removal and aquatic plant maintenance at Imperial wetlands site	12	Month	\$_____	\$_____
18	Weed removal and aquatic plant maintenance at Brawley wetlands site	12	Month	\$_____	\$_____
19	Remove 30-foot perimeter of invasive weed species between cell perimeter and road edge around Imperial wetlands site cells	6	Each	\$_____	\$_____
20	Remove 5-foot perimeter of invasive weed species around water control gates at Imperial wetlands site	6	Each	\$_____	\$_____
21	Remove 30-foot perimeter of invasive weed species between cell perimeter and road edge around Brawley wetlands site cells	6	Each	\$_____	\$_____
22	Remove 5-foot perimeter of invasive weed species around water control gates at Brawley wetlands site	6	Each	\$_____	\$_____
23	Furnish and install target aquatic plants at either wetlands site	10	Lots of 100 plants	\$_____	\$_____

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
Total For Schedule 3					\$ _____
SCHEDULE 4 - Third Option Year					
Indefinite Delivery, Requirements, Task Order Items:					
24	Weed removal and aquatic plant maintenance at Imperial wetlands site	3	Month	\$ _____	\$ _____
25	Weed removal and aquatic plant maintenance at Brawley wetlands site	7	Month	\$ _____	\$ _____
26	Remove 30-foot perimeter of invasive weed species between cell perimeter and road edge around Imperial wetlands site cells	2	Each	\$ _____	\$ _____
27	Remove 5-foot perimeter of invasive weed species around water control gates at Imperial wetlands site	2	Each	\$ _____	\$ _____
28	Remove 30-foot perimeter of invasive weed species between cell perimeter and road edge around Brawley wetlands site cells	4	Each	\$ _____	\$ _____
29	Remove 5-foot perimeter of invasive weed species around water control gates at Brawley wetlands site	4	Each	\$ _____	\$ _____
30	Furnish and install target aquatic plants at either wetlands site	5	Lots of 100 plants	\$ _____	\$ _____
Total For Schedule 4					\$ _____
TOTAL FOR SCHEDULE 1, 2, 3, and 4					\$ _____

Any Bureau of Reclamation Contracting Officer whose duty station is the Lower Colorado Region, Boulder City, Nevada acting within the limits of his/her appointed authority under the Department of the Interior's Contracting Officer's Warrant System is authorized to issue Task Orders under the Indefinite Delivery, Requirements, Task Order items above (Schedule Item % Nos. 2 thru 5, 7, 9 thru 12, 14, 16 thru 19, 21, 23 thru 26, and 28 ~~5 through 30~~).

3.1 Performance Period for Services under the above Schedules

The overall performance period of this work consists of the following time periods:

(a) The Government will issue the Notice to Proceed with the base schedule year. Performance period for the base schedule will be for one year (365 calendar days) commencing on the date of the Notice to Proceed. The actual amount of work to be performed for the Task Order items of Schedule 1 (Schedule Item Nos. 5 through 9) will depend upon the amount of work ordered by the Contracting Officer (see Contract Clause 2.2, 52.216-18 Ordering and section 5.0 of the Performance Work Statement).

(b) If the 1st Option is exercised, the performance period for Schedule 2, 1st Option Year, will extend for one additional year (365 calendar days). The actual amount of work to be performed will depend upon the amount of work ordered by the Contracting Officer (see Contract Clause 2.2, 52.216-18 Ordering and section 5.0 of the Performance Work Statement).

(c) If the 2nd Option is exercised, the performance period for Schedule 3, 2nd Option Year, will extend for a second additional year (365 calendar days). The actual amount of work to be performed will depend upon the amount of work ordered by the Contracting Officer (see Contract Clause 2.2, 52.216-18 Ordering and section 5.0 of the Performance Work Statement).

(d) If the 3rd Option is exercised, the performance period for Schedule 4, 3rd Option Year, will extend until completion of work required. The actual amount of work to be performed will depend upon the amount of work ordered by the Contracting Officer (see Contract Clause 2.2, 52.216-18 Ordering and section 5.0 of the Performance Work Statement).

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence

certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

2. Addendum to 52.212-4, Contract Terms and Conditions--Commercial Items (May 1999)

2.1 52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through date of contract completion, including any options exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

2.2 52.216-19 Order Limitations (Oct 1995)

% (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 requirement to remove ~~a 30-foot perimeter of~~ invasive weed species between cell perimeter and road edge around either wetlands site, 1 lot of 100 target aquatic plants to be furnished and installed at either wetlands site, or 1 month of weed removal and aquatic plant maintenance at either wetlands site, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

% (b) Maximum order. The Contractor is not obligated to honor any order or combination of
% orders in excess of 1 requirement of 15,000 target aquatic plants to be furnished and installed
% at the Brawley wetlands site, 6 requirements to remove ~~a 30-foot perimeter of~~ invasive weed
% species between cell perimeter and road edge around both wetlands sites, ~~6 requirements to~~
~~remove a 5-foot perimeter of invasive weed species around water control gates at both~~
~~wetlands sites,~~ 15 lots of 100 target aquatic plants to be furnished and installed at either or
both wetlands sites, and/or 12 months of

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Handicapped Workers With Disabilities (29 U.S.C. 793);
and

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

PART III

PERFORMANCE WORK STATEMENT

1.0 GENERAL INFORMATION AND DEFINITIONS

1.1 Acronyms

- (1) Reclamation, USBR, or BOR: U.S. Bureau of Reclamation.
- (2) CO: Contracting Officer
- (3) COR: Contracting Officer's Representative.
- (4) MER: Maximum Error Rate.
- (5) PA: Performing Activity - term is synonymous with Contractor
- (6) PRS: Performance Requirements Summary.
- (7) PWS: Performance Work Statement.
- (8) RSHS: Reclamation Safety and Health Standards.
- (9) RSN: Required Submittal Number

1.2 General Information

The format of this Performance Work Statement (PWS) represents a departure from the traditional format used in the past. The intent of this format is to solicit the most efficient and effective plan that accomplishes the requirements.

(1) Therefore, the term "Performing Activity" is used in lieu of the term "Contractor" where practicable.

(2) Significant process improvements are desired.

(3) "How-to" procedures have been removed, wherever possible.

(4) The requirements in the PWS are defined based on the output of services. Except as identified in Attachment Nos. 1 and 3, the PA will be paid in accordance with this contract at the prices offered in the schedule(s) for work identified and performed in the schedule(s) and this PWS.

(5) A mix of contract price and cost mechanisms, such as incentives and deductions, will be used to focus on outputs and not effort.

1.3 General Definitions

(1) Defective Service. A service output that does not meet the standard of performance requirement specified in the PRS for that service.

(2) Performance Requirement. The point that divides acceptable and unacceptable performance of a task according to the Performance Requirement Summary and the Inspection of Services clause. It is the number of defects or maximum percentage of defects in the lot that is acceptable.

(3) Performance Requirements Summary. A listing of the service outputs under the PWS that are to be evaluated by the COR on a regular basis, the surveillance methods to be used for these outputs, and the performance requirements of the listed outputs.

(4) Performing Activity. The organization that performs the required services of this Performance Work Statement.

(5) Quality Assurance. A planned and systematic pattern of all government actions necessary to provide confidence that adequate technical requirements are established, that services conform to established technical requirements, and that satisfactory performance is achieved. Quality assurance refers to actions by the Government for a contracted service.

(6) Quality Control. Those actions taken by a PA to control the production of outputs to ensure that they conform to the PWS requirements.

1.4 Technical Definitions

(1) Targeted aquatic plants or emergent plants. Include various species of bulrush, rush and sedges species.

(2) Aquatic weeds. Nuisance plants such as but not limited to phragmites, salt cedar and cattails.

2.0 STATEMENT OF WORK

2.1 Scope of Work

The Imperial wetlands is currently being constructed by the Imperial Irrigation District (IID) on a 68 acre site near Imperial, California (Imperial County). Construction of the Imperial wetlands % site is expected to be complete in May or June, 2000 (about 22 acres of the site will actually be % wetlands). Currently, approximately 75,000 native wetlands plants (emergent vegetation or aquatic vegetation species) are being grown and maintained in a local nursery in Brawley,

% California for the Government. Species include bulrush, wire rushes, and sedges. These plants will be delivered by others to the Imperial wetlands site (about 22 acres of the site will actually be wetlands) and made available to the PA for planting for a 30-day period commencing upon the first day of planting. The Government-furnished plants are available to the PA at the Blue Jack Nursery, 3941 Austin Road, Brawley, CA (760-351-1982). Planting is to be accomplished by the PA as outlined in section 5.1.

Construction of the Brawley wetlands is scheduled to begin on a 9 acre site (about 6 acres will be wetlands) near Brawley, California (Imperial County) in the summer 2000. Construction of the Brawley wetlands site will be performed by the Government or by another contractor and is expected to be complete sometime between September and November, 2000. The PA is also required to furnish and install approximately 15,000 native wetlands plants (emergent vegetation or aquatic vegetation species) in the Brawley wetlands site. Planting is to be accomplished as outlined in section 5.2 after construction of the Brawley wetlands is completed.

Reclamation's goals include successful establishment of a self sustaining population of selected aquatic plants in the wetlands. In addition, invasive weed species will be removed or controlled by the PA among the selected plants within the wetlands cells. The PA will work with the COR, IID, and other Citizen Congressional Task Force on the New River (CCTFNR) members to coordinate successful installation and maintenance of the plants.

The PA shall provide all personnel, equipment, materials, supervision and other items and services necessary to install and maintain the aquatic vegetation within the wetlands cells. The PA will coordinate planting and maintenance activities with the COR and with IID who operates and controls the flow and depth of water within the wetlands. The services required include
% aquatic/emergent vegetation installation and maintenance at the 2 sites in a total of about 5 4.1 acres of planting beds. The source water for these 2 sites is agricultural drain water and/or the New River. The New River is known to contain contaminants such as human coliform, industrial wastes, and agricultural chemicals. Water from the New River will be used for the Brawley Wetlands, but not for the Imperial Wetlands.

This contract will require the contractor to maintain emergent plants on planting beds within the constructed wetlands ponds for a period of up to 36 months. The work will include planting, maintaining and monitoring bulrush and sedge species and performing necessary tasks to maintain the biological health and diversity of these emergent species on the planting beds within the wetlands. Maintenance activities will include nonchemical/nondamaging removal of undesirable invasive plant species from the planting beds; replacing target emergent plant species which have been degraded; enhancing planting beds to maintain desired species diversity; and performing general cleanup of flotsam. Invasive weed removal in a 30 foot wide perimeter around each wetland cell and at all water control gates at both wetlands sites may also be required to be performed by the PA.

Due to the possible need for additional emergent, as well as aquatic plants, contractor must be able to provide locally grown (desert southwest) wetlands species. Additional tasks will include brief monthly reports assessing potential wetlands vegetation problems and providing recommendations for corrective actions to the CCTFNR members. PA will be required to have a current C-27 license from the California State Contractors Board and be experienced in environmental design and riparian/wetland revegetation on public lands.

2.2 Performing Activity Personnel

2.2.1 Performing Activity's Plant Maintenance Supervisor - Key Personnel

The PA shall designate a Plant Maintenance Supervisor to the COR in writing within 14 days of contract award. The individual designated as Plant Maintenance Supervisor(s) must be able to read, write, speak, and understand English. In the event the PA desires to change the individual designated as the Plant Maintenance Supervisor, the PA shall submit, in writing to the COR at least two weeks prior to such change, the name of the person that will replace him/her.

2.2.2 Performing Activity Employees

The PA and or Plant Maintenance Supervisor shall be responsible for PA employees activities.

PA personnel shall notify the COR, IID and /or Imperial County's Property Services wetland's representatives when performing work on the wetlands sites.

2.3 Quality Control

2.3.1 Plan Submittal: The PA shall submit a Quality Control Plan to the Contracting Officer for acceptance not later than the pre-performance conference. The plan submittal shall be in % accordance with the requirements of PWS paragraph 4-8 2.5, Submittal Requirements, and the % plan shall contain the items listed below in subsection 42.3.2.

2.3.2 The Quality Control Plan shall include:

(1) A description of the inspection system which the PA will use to identify areas within the wetlands needing vegetation replacement and/or maintenance.

(2) A plan showing a description of and site maps of how and where the aquatic plants will be installed in the wetlands sites cells.

(3) A description of the methods to be used to perform vegetation replacement and/or maintenance.

(4) A description of the records to be kept to document inspections and corrective or preventive actions taken.

(Each of the above descriptions shall be less than 3 pages for each wetland site).

The cost of preparing and submitting the Quality Control Plan shall be included in the prices offered in the schedules for other items of work.

2.3.3 Records of Inspections shall be kept and made available upon request to the COR and CCTFNR, upon request, throughout the PWS performance period and for the period after contract completion until final settlement of any claims arising under or related to this contract.

2.3.4 The Government's Quality Assurance Surveillance Plan (QASP) will be designed to measure the effectiveness of the PA's Quality Control Plan.

2.4 Quality Assurance

In accordance with the clause paragraph 52.212-4(a), Inspection/Acceptance, the Government will evaluate the PA's performance of the work requirements. For each of the required services listed in the PRS, the Government intends to follow, but is not limited to, the surveillance methods listed in the PRS. Government personnel will record all surveillance observations. Government surveillance of required services not specifically listed in the PRS, or Government surveillance by methods other than those listed in the PRS (provided for by the Inspection of Services clause) may occur during the performance period of the work.

2.4.1 Performance Evaluation Meetings. The CO may require the PA to meet with the CCTFNR, COR, or other Government personnel as deemed necessary. The PA may request a meeting with the CO when the PA believes such a meeting is necessary. The Government will record the minutes of any such meetings, and will furnish the PA with a written copy of these minutes. The PA and the CO (or COR) will acknowledge their concurrence with the contents of the meeting minutes by signature. If the PA does not concur with any portion of the minutes, the PA shall provide a statement detailing the reason(s) for nonconcurrence, in writing, to the CO within 7 calendar days following receipt of the minutes.

2.5 Submittal Requirements

The PA shall provide all materials and perform all work required for furnishing submittals to the Government, in accordance with provisions, clauses, and paragraphs of this PWS.

The Government will complete review of submittals, or resubmittals, for approval, within 14 days of receiving a complete set of all the submittal materials required for a particular Required Submittal Number (RSN).

If the Government uses time in excess of the specified number of calendar days for review of any submittal or resubmittal, additional time, not to exceed the excess time, will be added to the time allowed the PA for performance of the service.

After the Government's review, one set of submittals requiring approval will be returned to the PA either approved, not approved, or conditionally approved; any required changes will be marked. Submittals that are not approved or that require changes or revisions shall be revised and resubmitted for approval, and shall show changes and revisions with revision date. All requirements specified for the initial submittal shall apply to any resubmittals required. All submittals which are to be resubmitted shall be resubmitted by the PA within 5 calendar days after the PA has received the Government's comments, except as otherwise defined in this PWS.

In Table 1A below, the column headed "No. of sets to be furnished" designates the number of submittal sets that are to be furnished to the following offices:

CO (Contracting Officer) at:

Bureau of Reclamation
Attention: Contracting Officer, LC-3110
P.O. Box 61470
Boulder City NV 89006-1470

COR (Contracting Officer's Representative) at:

Bureau of Reclamation
Attention: Resource Management Office, LC-2705
P.O. Box 61470
Boulder City NV 89006-1470

The following notes apply where marked in Table 1A below:

Table 1A - List of Required Submittals

LIST OF REQUIRED SUBMITTALS					
RSN	Item	Reference Subparagraph	Submittals Required	No. of sets to be furnished	Due date or Delivery time
1	Insurance - Work on a Government Installation	1452.228-70	(1) Written certification that the required insurance has been obtained (2) Current certification of insurance for each subcontractor	1 each to CO	(1) Before commencing on-site performance (2) Upon CO request
2	Request for Payment	52.212-4(i) and 52.232-33	Payment information	1 to CO	After award but no later than 15 days prior to initial request for payment
3	Quality Control Plan	1.3.1	Quality Control Plan	1 to COR 1 to CO	Within 15 days of contract award
4	Monthly Reports	5.6	(1) Summary of Planting & maintenance	1 each to COR	No later than 7 calendar days following the end of the preceding month

LIST OF REQUIRED SUBMITTALS					
RSN	Item	Reference Subparagraph	Submittals Required	No. of sets to be furnished	Due date or Delivery time
5	Annual Reports	5.7	(1) Summary of planting and maintenance activities	1 to COR	No later than 14 calendar days following the end of the Base Year and each option year
6	Safety Plan	5.7	Safety plan	2 to COR	Within 14 days of contract award
7	Unsafe/Hazardous Conditions Report	5.7	Report	1 to COR	Within 24 hours of the PA becoming aware of unsafe/hazardous condition
8	Injury and Illness Reports	5.7	(1) Form GPO 836-653, Contractor's Report of Recordable Injury/Illness (2) Form 7-2218, Contractor Monthly Summary of Occupational Injuries/Illnesses Experience	2 each to COR	(1) Within 24 hours of the incident (2) Within 24 hours of the end of the preceding month

2.6 Protection of Existing Installations and Structures

The PA shall repair, at PA expense, any damage to real or personal property caused by PA action or by failure of the PA to adequately protect the property. If the PA fails to make such repairs in a timely manner, the Government may elect to repair the damage and to charge the PA the costs of repair.

2.7 Access to Jobsite

PA is responsible for providing notice to the COR and the wetlands property owner (i.e. Imperial Irrigation District or Imperial County, Property Services Department) prior to performing work required by this contract.

2.8 Safety and Health

PA is responsible for providing employees with any required immunization shots or other preventative measures to protect employees from potential risks associated with these wetlands. Potential risks may include but are not limited to human pathogens associated with untreated waste water in the New River and potential mosquito borne diseases associated with natural or man made wetlands.

The PA shall not require any employee in the performance of this PWS to work under conditions which are unsanitary, hazardous, or dangerous to the employee's health or safety, as determined under Reclamation Safety and Health Standards (RSHS) promulgated by the Secretary of Labor under section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq), as amended, and Reclamation Safety and Health Standards, published by the Bureau of Reclamation.

The PA shall comply with the Bureau of Reclamation "Reclamation Safety and Health Standards" manual. The RSHS manual can be ordered from: The Government Printing Office, Superintendent of Documents, North Capitol and H St. N.W., MS-SSMC - Room 566, Washington, D.C. 20401 (Stock item GPO-024-003-00178-3).

The PA shall comply with all applicable safety and occupational health requirements set forth in 29 CFR 1910, OSHA's General Industry Standards. If the PA fails or refuses to promptly comply with safety requirements, the CO may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

2.9 Other Contracts

The Government may undertake or award other contracts for additional work in or around the wetlands. The PA shall fully cooperate with the other Contractors and with Government employees and shall carefully adapt scheduling and performing the work under this PWS to accommodate the other work, heeding any direction that may be provided by the CO. The PA shall not commit or permit any act that will interfere with the performance of work by any other Contractor or Government employees.

3.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

Approximately 75,000 aquatic plants (6-inches and greater in height) will be provided to the PA for the initial planting at the Imperial site. The approximate total percentage of each species to be provided is as follows:

Wire rush (*Juncus balticus*) - 5 percent - to be planted in areas where normal water depth is moist soil

Field sedge (*Carex barberae*) - 5 percent - to be planted in areas where normal water depth is moist soil

Alkali bulrush (*Scripus robustus*) - 5 percent - to be planted in areas where normal water depth is less than six inches

Salt marsh bulrush (*Scripus maritimus*) - 5 percent - to be planted in areas where normal water depth is less than six inches

Hardstem bulrush (*Scripus acutus*) - 40 percent - to be planted in areas where normal water depth is 12 inches or greater

Giant California bulrush (*Scripus californicus*) - 40 percent - to be planted in areas where normal water depth is 12 inches or greater

4.0 PA-FURNISHED ITEMS AND SERVICES

4.1 General. Except for those items or services specifically stated in Section 3.0 as Government-furnished, the PA shall furnish all items and services necessary to perform the work required in this PWS. Aquatic plants at the Brawley site and all replacement plants will be provided by the PA.

5.0 SPECIFIC TASKS

5.1 Planting at Imperial wetlands site. Prior to installing aquatic plants, the PA shall remove all invasive weed species/plants in the planting areas. This work may be performed in conjunction with installation of the aquatic plants. The PA shall install (evenly spaced) approximately 75,000 Government-furnished aquatic plants in approximately 3.5 acres in wetland cells 3 through 6 at the site (see Attachment No. 6, Sheet No. 2, Drawing 1608-D-14). The planting at this site shall be completed by the PA within 60 days from receipt of notice to begin performance of work under the contract from the CO. As IID regulates and increases water depth in the wetlands, planting is to be performed by the PA in 3 stages (Stage 1: planting of giant California and hard stem bulrush, Stage 2: planting of alkali and salt marsh bulrush, and Stage 3: planting of wire rush and field sedge). Refer to Attachment No. 4, Planting Suggestions and Design, for suggestions for the planting of aquatic plants. In order to ensure maximum success with the initial planting efforts, PA planting activities will have to be closely coordinated with the IID who is responsible for adjusting water levels and operates the wetlands cells. Planting shall be performed in a professional manner; plants are expected to be left in a healthy condition upon completion of the planting. Payment for installing aquatic plants at the Imperial wetlands site will be made at the lump sum price offered therefor in Schedule 1. The price offered in the schedule shall include all costs required to perform the work described in this paragraph.

5.2 Planting at Brawley wetlands site. The CO may order the following work (see clause 2.1, 52.216-18, Ordering). Prior to installing aquatic plants, the PA shall remove all invasive weed species/plants in the planting areas. This work may be performed in conjunction with installation of the aquatic plants. The PA shall furnish and install (evenly spaced) approximately 15,000 (plus or minus 5 percent) target aquatic plants in approximately 1.5 acres in wetland cells 2 and 3 at the site (see Attachment No. 6, Sheet No. 2, Drawing 1608-D-14). The number of each species to be provided is 1) 500 wire rush (*Juncus balticus*), 2) 500 field sedge (*Carex barberae*), 3) 1,000 alkali bulrush (*Scripus robustus*), 4) 1,000 salt marsh bulrush (*Scripus maritimus*), 5) 6,000 hard stem bulrush (*Scripus acutus*), and 6) 6,000 giant California bulrush (*Scripus californicus*). The amount of each species may also vary by up to 5 percent. Each plant furnished shall be at least 6-inches in height. The planting at this site shall be completed within 60 90 days from receipt by the PA of notice the order to begin performance of furnishing and installing the plants at the Brawley wetlands site from the CO. As IID regulates and increases water depth in the wetlands, planting is to be performed by the PA in 3 stages (Stage 1: planting of giant California and hard stem bulrush, Stage 2: planting of alkali and salt marsh bulrush, and Stage 3: planting of wire rush and field sedge). Refer to Attachment No. 4, Planting Suggestions and Design, for suggestions for the planting of aquatic

plants. In order to ensure maximum success with the initial planting efforts, PA planting activities will have to be closely coordinated with the IID who is responsible for adjusting water levels and operates the wetlands cells. Initially, only agricultural drain water will be used at the Brawley site. Water from the New River will be introduced into the Brawley wetlands site approximately 6 months to 1 year after completion of construction of the site. Planting shall be performed in a professional manner; plants are expected to be left in a healthy condition upon completion of the planting. Payment for furnishing and installing aquatic plants at the Brawley wetlands site will be made at the lump sum price offered therefor in Schedule 1. The price offered in the schedule shall include all costs required to perform the work described in this paragraph.

5.3 Plant maintenance at both wetlands sites. The PA shall remove invasive weed species and maintain the installed aquatic plants at the wetlands sites for the periods specified in Schedule 1 after completion of installation of the plants at each site if ordered by the CO to do so (see clause 2.1, 52.216-18, Ordering). If option(s) for additional schedules has been exercised by the CO, the CO may order (see clause 2.1, 52.216-18, Ordering) additional weed removal and plant maintenance by the PA up to a total of 36 months at each site. Weed control areas include the planting beds containing the installed wetlands plants and all areas within the perimeter of the normal water surface of each wetlands cell (cells 3 thru 6 at the Imperial site and cells 2 and 3 at the Brawley site) (see Attachment No. 6, Sheet No. 2, Drawing 1608-D-14). Except as provided in Attachment Nos. 1 and 3, payment for removing weed species and maintaining aquatic plants at the wetlands sites will be made at the unit price per month offered therefor in the schedules. The prices offered in the schedules shall include all costs required to perform the work.

5.4 Additional plant maintenance at both wetlands sites. Under Schedule 1 and if option(s) for additional schedules has been exercised by the CO, the CO may order (see clause 2.1, 52.216-18, Ordering) the PA to remove invasive weeds between the edge of the normal water surface of the wetlands cells, including the sediment basins, and the shoulder or edge of the O&M road (the road edge nearest to the wetlands cell). ~~in a 30-foot wide perimeter around each wetland cell at either wetlands site or to remove invasive weeds in a 5-foot perimeter around all water control gates at each wetlands site. There will be approximately 8 water control gates at the Imperial site and approximately 4 water control gates at the Brawley site.~~ Potential weed species may include salt cedar trees, cattails, and phragmites. Mechanical removal methods are preferred. Chemical treatment may be used only with CO approval. Vegetation would be removed to a suitable location on the wetlands project area but outside of the removal area. Payment for removing invasive weed species between the wetland cell perimeter and road edge ~~from 30-foot perimeters around the wetlands cells at the wetlands sites will be made at the unit price per occurrence offered therefor in the schedules. Payment for removing invasive weed species from 5-foot perimeters around all water control gates at each wetlands site will be made at the unit price per occurrence offered therefor in the schedules.~~ The price offered in the schedules shall include all costs required to perform the applicable required work.

5.5 Furnishing and installing additional target aquatic plants. Under Schedule 1 and if option(s) for additional schedules has been exercised by the CO, the CO may order (see clause 2.1, 52.216-18, Ordering) the PA to furnish and install additional target aquatic plants at either or both wetlands sites. Each lot of 100 target aquatic plants shall contain 1) 5 wire rush

(*Juncus balticus*), 2) 5 field sedge (*Carex barberae*), and 3) 90 bulrush (*Scripus californicus* or *Scripus acutus*, or mixture). The amount of each species may vary by up to 5 percent and the total amount in each lot of 100 plants may vary by 5 percent. The installed aquatic plants shall be a minimum of 12-inches in height. The PA shall install the target aquatic plants within 60 calendar days from the date of the order. Payment for furnishing and installing additional target aquatic plants at either wetlands site will be made at the unit prices per lot of 100 plants offered therefor in the schedules. The price offered in the schedules shall include all costs required to perform the work.

5.6 Monthly Reports. The PA shall submit monthly reports to the COR no later than seven calendar days following the end of the preceding month. PA's report shall describe the location, method of removal, numbers of hours to complete work, number of laborers used, and approximate number of species removed. Any replanting effort shall be described. Animal or pest damage to target plants shall also be reported. The above information shall be provided by each wetland cell (using cell identification numbers on Attachment No. 4, Sheet 2). Reports shall also summarize and total the entire effort using each of the above methods, numbers and percentages. Additional comments and potential problem areas should also be noted. The cost of preparing and submitting monthly reports shall be included in the prices offered in the schedules for other items of work.

5.7 Annual Reports. The PA shall submit annual reports to the COR no later than fourteen calendar days following the end of the Base Year and each option year. Annual reports shall contain a cell by cell work summary including overall planting and weeding activity, any replanting effort shall be described. Animal or pest damage to target plants shall also be reported. Potential problems and recommendations for adjusting work effort and reporting required by this contract shall be identified. The cost of preparing and submitting annual reports shall be included in the prices offered in the schedules for other items of work.

5.8 Safety Plan. The PA shall submit an adequate safety plan for approval within 14 calendar days after contract award. The safety plan and the PA shall comply with the RSHS. The safety plan and the PA shall consider and comply with Attachment No. 4, New River/Salton Sea Project Safety Assessment and with this PWS. The cost of preparing and submitting the Safety Plan shall be included in the prices offered in the schedules for other items of work.

Attachment 1

Performance Requirements Summary

PERFORMANCE REQUIREMENTS SUMMARY				
REQUIRED SERVICE	STANDARD	MAXIMUM ERROR RATE (MER) or PERFORMANCE REQUIREMENT (PR)	METHOD OF SURVEILLANCE	MAXIMUM PAYMENT PERCENT FOR MEETING THE PR
Maintain emergent aquatic plants in a healthy, weed free condition in the Brawley and Imperial wetlands sites (Schedule Item Nos. 3, 4, 10, and 11)	Wetland cells are not allowed to contain more than 10 non target or weed species over 3 inches tall or 3 non target or weed species over 10 inches tall within each 16 square foot area (4' by 4') of the wetland cell.	MER = One occurrence per month at each wetlands site	Periodic Inspection	100% of the identified monthly payment for the wetlands site
Maintain emergent aquatic plants in a healthy, weed free condition in the Brawley and Imperial wetlands sites (Schedule Item Nos. 17 and 18)	Wetland cells are not allowed to contain more than 20 percent of a combination of cattails and phragmites in any cell (measured by surface area) or 10 other non target or weed species over 3 inches tall or 3 other non target or weed species over 10 inches tall within each 16 square foot area (4' by 4') of the wetland cell.	MER = No occurrences per month at each wetlands site	Periodic Inspection	100% of the identified monthly payment for the wetlands site
Maintain emergent aquatic plants in a healthy, weed free condition in the Brawley and Imperial wetlands sites (Schedule Item Nos. 24 and 25)	Wetland cells are not allowed to contain more than 30 percent of a combination of cattails and phragmites in any cell (measured by surface area) or 10 other non target or weed species over 3 inches tall or 3 other non target or weed species over 10 inches tall within each 16 square foot area (4' by 4') of the wetland cell.	MER = No occurrences per month at each wetlands site	Periodic Inspection	100% of the identified monthly payment for the wetlands site

Attachment 3

***Quality Assurance Surveillance Plan
& Contractor Payment Examples***

QUALITY ASSURANCE SURVEILLANCE PLAN and CONTRACTOR PAYMENT EXAMPLES

1. PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The PRS Chart at Attachment 1:

1.1 Lists those PWS requirements (column 1) which are paid for on the basis of a payment computation system specified in paragraph 4 of this attachment. The absence from this PRS of any contract requirement, however, shall not detract from its enforceability or limit the rights or remedies of the Government under any other provision of the contract, including the clauses entitled "Inspection of Services" and "Default"

1.2 Defines the standard of performance for each listed service (column 2).

1.3 Sets forth the maximum allowable deviation (maximum error rate) from perfect performance for each listed service, Performance Requirement (column 3), that may occur before the Government will invoke the payment computation formula resulting in a payment of less than 100 percent of the maximum payment of the listed service.

1.4 Sets forth the primary surveillance methods the Government will use to evaluate the PA's performance in meeting the contract requirements (column 4).

1.5 Sets forth the percentage of the extended contract line item price that each listed contract requirement represents (column 5). Each contract line item must equal 100 percent.

2. GOVERNMENT QUALITY ASSURANCE

PA performance will be compared to the contract standards and performance requirements using the QASP.

2.1 Periodic inspection is the surveillance method which the Government will use to evaluate the PA's performance.

3. CRITERIA FOR EVALUATING PERFORMANCE

Performance of a listed service will be accepted and paid for at the maximum payment percentage specified in column 5 of the PRS, when the number of defects found by the COR during contract surveillance does not exceed the number of defects allowed by the performance requirement in column 3. When the maximum error rate (MER) is exceeded, the Contractor shall be notified in writing by the COR within three calendar days after the end of that month of service by the Contractor. The COR notice shall identify the areas where the defect(s) occurred. The Contractor shall then complete a Contract Discrepancy Report (CDR). The Contractor shall explain, in writing, why performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented in the future. The CO will evaluate the Contractor's explanation and determine if full payment, partial payment, or the contract termination process is applicable. The

Contractor's payment for services rendered will be calculated as stated in paragraphs 4 and 5. The Government specifically reserves the right to make a temporary partial payment for services performed, calculated as stated in paragraphs 4 and 5, prior to receipt and evaluation of the Contractor's response to a CDR.

3.1 DETERMINING THE NUMBER OF DEFECTS THAT WILL CAUSE LESS THAN MAXIMUM PAYMENT

3.1.1 The number of defects that will cause less than a maximum payment will be determined as follows:

3.1.1.1 The maximum error rate plus one or more additional defect will cause less than maximum payment (for example, two defects).

3.2 ACCEPTANCE OF REPERFORMANCE OR LATE PERFORMANCE.

3.2.1 The services required by this contract are of such a nature that defective or incomplete performance disclosed by Government inspection is not subject to correction by reperformance or late performance, and the Contractor shall not be entitled to reperform, perform late, or otherwise correct defective services for the purpose of improving an existing inspection rating or avoiding payment of less than full contract price.

4. CONTRACTOR PAYMENT

4.1 If the number of performance defects does not exceed the number of defects allowed per the PRS, the Contractor shall be paid the percentage of the monthly contract line item price indicated in column 5 of the Performance Requirements Summary chart for that service.

4.2 If the number of performance defects exceeds the number of defects allowed per the PRS, the Government will not pay the full percentage in column 5 for the service.

4.2.1 The payment for listed services with defects which exceed the maximum error rate will be calculated as follows:

4.2.1.1 For services surveyed by periodic inspections, the calculation method to determine payment amount for the service is described in paragraphs 5.1. The number of defects found in excess of the maximum error rate is used to determine the payment amount. This payment calculation method is used for Required Services No. 1.

5. INSPECTION PROCEDURES AND EXAMPLES OF PAYMENT COMPUTATIONS FOR ALL REQUIRED SERVICES

% 5.1 Required Service 1 (RS-1): Maintain emergent aquatic plants in a healthy, weed free condition in the Brawley and Imperial wetlands sites (Schedule Item Nos. 3, 4, 10, and 11)

Method of Surveillance: Periodic Inspection

Performance Requirement: Maximum Error Rate (MER) = wetland cells are not allowed to contain more than 10 non target or weed species over 3 inches tall or 3 non target or weed species over 10 inches tall within each 16 square foot area (4' by 4') of the wetland cell.

Inspection Procedure: Inspections may be made twice monthly during the initial 12 months following the initial planting effort of each wetland cell. After the initial 12 months of start up in the wetlands, inspection of each wetland cell will be made at least monthly. In addition to walking the perimeter of each wetland cell at each of the 2 sites, it may be necessary to walk out on to the actual planting beds to determine the amount of weed invasion.

Deduction for Unacceptable Performance: 5% of maximum monthly payment for weed removal at the wetland site for each incident at the wetland site in excess of the maximum error rate.

5.1.1 EXAMPLE 1 - ACCEPTABLE PERFORMANCE: Maximum monthly payment for acceptable performance of required service (Weed Removal, Imperial Site, Base Year) is \$7,000.00. One incident occurred within the month.

(1) Maximum payment for acceptable service	\$7,000.00
(2) No incidents occurred in excess of the MER	
(3) Payment to the Contractor for this Service	\$7,000.00

5.1.2 EXAMPLE 2 - UNACCEPTABLE PERFORMANCE: Maximum monthly payment for acceptable % performance of required service (Weed Removal, Imperial Site, First ~~Second~~ Option Year) is \$4,900.00. Three incidents occurred within the month.

(1) Maximum payment for acceptable service	\$4,900.00
(2) Two incidents occurred in excess of the MER, each subtracts 5% from the maximum payment for a total of $2 \times 5\% = 10\%$ deduction	
(3) Deduct amount is $10\% \times \$4,900.00 = \490.00	- 490.00
(4) Payment to the Contractor for this Service	\$ 4,410.00

5.1.3 EXAMPLE 3 - ACCEPTABLE PERFORMANCE: Maximum monthly payment for acceptable performance of required service (Weed Removal, Brawley Site, Base Year) is \$1,500.00. No incidents occurred within the month.

(1) Maximum payment for acceptable service	\$1,500.00
(2) No incidents occurred in excess of the MER	
(3) Payment to the Contractor for this Service	\$1,500.00

5.1.4 EXAMPLE 4 - UNACCEPTABLE PERFORMANCE: Maximum monthly payment for acceptable performance of required service (Weed Removal, Brawley Site, First Option Year) is \$1,000.00. Ten incidents occurred within the month.

(1) Maximum payment for acceptable service	\$1,000.00
(2) Nine incidents occurred in excess of the MER, each subtracts 5% from the maximum payment for a total of $9 \times 5\% = 45\%$ deduction	
(3) Deduct amount is $45\% \times \$1,000.00 = \450.00	- 450.00
(4) Payment to the Contractor for this Service	\$ 550.00

% **5.2 Required Service 1 (RS-1): Maintain emergent aquatic plants in a healthy, weed free condition**
% **in the Brawley and Imperial wetlands sites (Schedule Item Nos. 17 and 18)**

% Method of Surveillance: Periodic Inspection

% Performance Requirement: Maximum Error Rate (MER) = wetland cells are not allowed to contain
% more than 20 percent of a combination of cattails and phragmites in any cell (measured by surface
% area) or 10 other non target or weed species over 3 inches tall or 3 other non target or weed species
% over 10 inches tall within each 16 square foot area (4' by 4') of the wetland cell.

% Inspection Procedure: Inspection of each wetland cell will be made at least monthly. In addition to
% walking the perimeter of each wetland cell at each of the 2 sites, it may be necessary to walk out on to
% the actual planting beds to determine the amount of weed invasion.

% Deduction for Unacceptable Performance: 5% of maximum monthly payment for weed removal at the
% wetland site for each incident at the wetland site in excess of the maximum error rate.

% 5.2.1 EXAMPLE 1 - ACCEPTABLE PERFORMANCE: Maximum monthly payment for acceptable
% performance of required service (Weed Removal, Imperial Site, Second Option Year) is \$7,000.00. No
% incidents occurred within the month.

% (1) Maximum payment for acceptable service	\$7,000.00
% (2) No incidents occurred in excess of the MER	
% (3) Payment to the Contractor for this Service	\$7,000.00

% 5.2.2 EXAMPLE 2 - UNACCEPTABLE PERFORMANCE: Maximum monthly payment for acceptable
% performance of required service (Weed Removal, Imperial Site, Second Option Year) is \$4,900.00.
% Two incidents occurred within the month.

% (1) Maximum payment for acceptable service	\$4,900.00
% (2) Two incidents occurred in excess of the MER, % each subtracts 5% from the maximum payment % for a total of 2 X 5% = 10% deduction	
% (3) Deduct amount is 10% X \$4,900.00 = \$490.00	- 490.00
% (4) Payment to the Contractor for this Service	\$ 4,410.00

% 5.2.3 EXAMPLE 3 - ACCEPTABLE PERFORMANCE: Maximum monthly payment for acceptable
% performance of required service (Weed Removal, Brawley Site, Second Option Year) is \$1,500.00. No
% incidents occurred within the month.

% (1) Maximum payment for acceptable service	\$1,500.00
% (2) No incidents occurred in excess of the MER	
% (3) Payment to the Contractor for this Service	\$1,500.00

% 5.2.4 EXAMPLE 4 - UNACCEPTABLE PERFORMANCE: Maximum monthly payment for acceptable
% performance of required service (Weed Removal, Brawley Site, Second Option Year) is \$1,000.00.
% Nine incidents occurred within the month.

%
% (1) Maximum payment for acceptable service \$1,000.00
% (2) Nine incidents occurred in excess of the MER,
% each subtracts 5% from the maximum payment
% for a total of $9 \times 5\% = 45\%$ deduction
% (3) Deduct amount is $45\% \times \$1,000.00 = \450.00 - 450.00
% (4) Payment to the Contractor for this Service \$ 550.00

% **5.3 Required Service 1 (RS-1): Maintain emergent aquatic plants in a healthy, weed free condition**
% **in the Brawley and Imperial wetlands sites (Schedule Item Nos. 24 and 25)**

%
% Method of Surveillance: Periodic Inspection

%
% Performance Requirement: Maximum Error Rate (MER) = wetland cells are not allowed to contain
% more than 30 percent of a combination of cattails and phragmites in any cell (measured by surface
% area) or 10 other non target or weed species over 3 inches tall or 3 other non target or weed species
% over 10 inches tall within each 16 square foot area (4' by 4') of the wetland cell.

%
% Inspection Procedure: Inspection of each wetland cell will be made at least monthly. In addition to
% walking the perimeter of each wetland cell at each of the 2 sites, it may be necessary to walk out on to
% the actual planting beds to determine the amount of weed invasion.

%
% Deduction for Unacceptable Performance: 5% of maximum monthly payment for weed removal at the
% wetland site for each incident at the wetland site in excess of the maximum error rate.

%
% 5.3.1 EXAMPLE 1 - ACCEPTABLE PERFORMANCE: Maximum monthly payment for acceptable
% performance of required service (Weed Removal, Imperial Site, Third Option Year) is \$7,000.00. No
% incidents occurred within the month.

%
% (1) Maximum payment for acceptable service \$7,000.00
% (2) No incidents occurred in excess of the MER
% (3) Payment to the Contractor for this Service \$7,000.00

%
% 5.3.2 EXAMPLE 2 - UNACCEPTABLE PERFORMANCE: Maximum monthly payment for acceptable
% performance of required service (Weed Removal, Imperial Site, Third Option Year) is \$4,900.00. Two
% incidents occurred within the month.

%
% (1) Maximum payment for acceptable service \$4,900.00
% (2) Two incidents occurred in excess of the MER,
% each subtracts 5% from the maximum payment
% for a total of $2 \times 5\% = 10\%$ deduction
% (3) Deduct amount is $10\% \times \$4,900.00 = \490.00 - 490.00
% (4) Payment to the Contractor for this Service \$ 4,410.00

% 5.2.3 EXAMPLE 3 - ACCEPTABLE PERFORMANCE: Maximum monthly payment for acceptable
% performance of required service (Weed Removal, Brawley Site, Third Option Year) is \$1,500.00. No
% incidents occurred within the month.

%	
% (1) Maximum payment for acceptable service	\$1,500.00
% (2) No incidents occurred in excess of the MER	
% (3) Payment to the Contractor for this Service	\$1,500.00
%	

% 5.2.4 EXAMPLE 4 - UNACCEPTABLE PERFORMANCE: Maximum monthly payment for acceptable
% performance of required service (Weed Removal, Brawley Site, Third Option Year) is \$1,000.00. Nine
% incidents occurred within the month.

%	
% (1) Maximum payment for acceptable service	\$1,000.00
% (2) Nine incidents occurred in excess of the MER,	
% each subtracts 5% from the maximum payment	
% for a total of $9 \times 5\% = 45\%$ deduction	
% (3) Deduct amount is $45\% \times \$1,000.00 = \450.00	- 450.00
% (4) Payment to the Contractor for this Service	\$ 550.00

Provide a discussion of the proposed technical approach to perform the work required by this solicitation. Discuss the proposed methods of and schedule for aquatic plant procurement, aquatic plant installation, weed removal, and plant maintenance at each wetland site. Identify proposed work crews and amounts of crew experience as they relate to the various tasks required by the solicitation.

% (2) ~~Company~~ Offeror Background, Experience, and Past Performance.

% Provide a list of relevant past performance references of projects similar in size and scope to this requirement. Your listing must include: customer's name, address and name/phone number of contact; dollar amount of contract; contract number; dates of performance; and a brief description of the project. Provide any other available information, including copies a
% copy of the PA's current C-27 contractor licenses from the California State Contractor's Board, which indicates that the offeror has the background and/or experience necessary to perform the work required by the solicitation.

NOTE: In addition to the past performance information submitted with your proposal, Reclamation may gather additional information from other sources, both inside and outside of the Government.

VOLUME TWO shall contain:

(1) A fully executed copy of Standard Form 1449 "Solicitation/Contract/Order for Commercial Items";

(2) A fully completed set of the "SF-1449 Block 20 Continuation" (Schedule) pages, with all prices entered for the Schedule Items.

(3) A fully executed and completed copy of the provision entitled "52.212-3 Offeror Representations and Certifications--Commercial Items".

(D) 52.233-2 Service of Protest (Aug 1996) Department of Interior (Jul 1996) (Deviation)

(a) Protests as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Contracting Officer, Bureau of Reclamation, P.O. Box 61470, Boulder City NV 89006-1470.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

(E) WBR 1452.233-80 Agency Procurement Protests -- Bureau of Reclamation (Sep 1997)

(a) Executive Order 12979, Agency Procurement Protests, establishes policy on agency procurement protests. This policy is implemented at section 33.103 of the Federal Acquisition Regulation. For solicitations issued by the Bureau of Reclamation, an interested party may request independent review of its protest by the Bureau Procurement Chief.

(b) This independent review is available as an alternative to consideration by the contracting officer or as an appeal of the contracting officer's decision on a protest. An interested party may:

(1) Protest to the contracting officer;

(2) Protest directly to the Bureau Procurement Chief, without first protesting to the contracting officer; or

(3) Appeal a contracting officer's decision to the Bureau Procurement Chief.

(c) An appeal of the contracting officer's decision must be received by the Bureau Procurement Chief (Bureau of Reclamation, Denver Federal Center, Bldg. 67, P.O. Box 25007 (D-7800), Denver, CO 80225-25007) no later than 3 days after receipt of that decision by the interested party. The Bureau Procurement Chief shall render a decision no later than 5 days after receipt of an appeal.

(d) If there is an appellate review of the contracting officer's decision by the Bureau Procurement Chief, it will not extend the General Accounting Officer's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

6. WBR 1452.222-901 NON-DISCRIMINATION NOTICE TO U.S. DEPARTMENT OF THE INTERIOR CONTRACTORS, SUBCONTRACTORS, AND LESSORS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (DEC 1999)

Based upon law, Executive Order, or internal policy, the Department of the Interior prohibits discrimination in the workplace, including sexual harassment, based on race, color, national origin, sex, religion, disability, age, or sexual orientation. The Department urges its contractors, subcontractors, and lessors to develop and enforce comprehensive anti-discrimination policies for their places of work.

3. 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and % other factors considered. The following ~~three~~ four factors shall be used to evaluate offers:

% 1. Offeror's Technical Approach to the Work required by this solicitation.

% 2. ~~Company~~ Offeror's Background and Experience with projects which are similar to the work required % by this solicitation.

% 3. Offeror's ~~;~~ and Past Performance.

% 4. Offeror's Total Price.

~~Technical and past performance, when combined, are equal in value to price. The technical and past performance factors of Technical Approach to the Work and Company Background, Experience, and~~
% ~~Past Performance are equal in value.~~ The evaluation factor of offeror's technical approach to the work
% required by this solicitation is 25 percent of the total evaluation weight. Offeror's background and
% experience with projects which are similar to the work required by this solicitation is 25 percent of the
% total evaluation weight. Offeror's past performance is 10 percent of the total evaluation weight.
% Offeror's total price is 40 percent of the total evaluation weight.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

4. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2000) ALTERNATE II (OCT 1998)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
- Name _____
- TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Small disadvantaged business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

PRE-QUOTE CONFERENCE

April 11, 2000, 1:00 p.m., Pacific Time

**Solicitation No. 00-SQ-30-0029
Supply, Installation, and Maintenance of Aquatic Plants
Brawley and Imperial Wetlands
Imperial County, CA**

A. Introductions (Keith Cole):

Welcome to the pre-quote conference for Solicitation No. 00-SQ-30-0029, Supply, Installation, and Maintenance of Aquatic Plants, Brawley and Imperial Wetlands. Steve Muth, Natural Resource Specialist, and Keith Cole, Contracting Officer, Lower Colorado Regional Office, Bureau of Reclamation are conducting this conference. All attendees are required to sign a list of attendees.

B. Pre-Quote Conference Agenda and Guidelines (Keith Cole):

The minutes of this meeting will be included in a future amendment to the solicitation. We will conduct a brief session now which will address the technical and contractual nature of this solicitation. Then, we will visit each wetlands site starting with Brawley. Directions will be provided. You will provide your own transportation. At the end of the Imperial wetlands site visit, any questions from attendees are to be submitted to either Steve or myself in writing. These questions will be answered in this room one hour after completion of the site visits. No questions shall be asked orally by attendees.

C. Technical issues (Steve Muth):

Reclamation's goal with this project is the successful establishment of a self sustaining population of selected aquatic plants in the two wetlands sites. The work to be performed under this solicitation consists of the following:

1. Installing approximately 75,000 Government-furnished native wetlands plants (emergent vegetation or aquatic vegetation species) at the Imperial Wetlands site.
2. Furnishing and installing approximately 15,000 native wetlands plants at the Brawley Wetlands site.
3. Removing invasive weed species and performing general maintenance of the installed native wetlands plants at both wetlands sites.
4. Furnishing and installing additional native wetlands plants at either wetlands site.
5. Preparing and furnishing various plans and reports relating to the work required under the solicitation.

Both wetlands sites are currently under construction. The estimated completion times are May/June at the Imperial site and September/November at the Brawley site.

Water from the New River, which is known to contain contaminants, will be used at the Brawley site. Offerors are cautioned of safety concerns when working in this area. Please refer to the requirements at section 2.1, 2.5, 2.8, and 5.8 of the Performance Work Statement and Attachment No. 5 to the solicitation.

D. Contractual issues (Keith Cole):

A future amendment to the solicitation will delete the requirement at section 2.1 of the Performance Work Statement (bottom of page III-3) and at the Addendum to the Instructions of Offerors (page V-5) for offerors/contractor to have a current C-27 license from the State of California. Offerors are cautioned, however, that the Contract Terms and Conditions clause requires that the contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

The solicitation contains a mixture of definite delivery items, indefinite delivery, requirements items which can be ordered by the Contracting Officer, and options which can be exercised by the Contracting Officer. A future amendment to the solicitation will change this somewhat. Items 2, 3, and 4 of Schedule 1 (Furnishing and installing 15,000 aquatic plants at Brawley and maintenance at both sites) will become indefinite delivery, requirements items which can be ordered by the Contracting Officer. The clause at 2.9, WBR 1452.232-901 Limitation of Funds will also be deleted.

Offerors are urged to become familiar with the Schedule of Services and Prices (pages I-4 thru I-7), Performance Period for Services under the above Schedules (page I-8), the clauses at 2.1, 2.2, and 2.3 concerning ordering requirements (pages II-2 thru II-6), the clause at 2.8 concerning options (page II-8), and sections 5.2, 5.3, 5.4, and 5.5 of the Performance Work Statement (pages III-9 & III-10).

Some of the weed removal/plant maintenance items are performance based (Schedule Items No. 3, 4, 10, 11, 17, 18, 23, and 24). Offerors are urged to become familiar with sections 1.1, 1.2, 1.3, and 5.3 of the Performance Work Statement and Attachment Nos. 1 and 3.

The addendum to 52.212-1 (pages V-4 & V-5) outlines information to be submitted with the proposal. Provision 52.212-2 (pages V-6 & V-7) outlines the evaluation criteria/factors to be used to determine the contract award. This is a best value procurement. Both of the above provisions will be changed by amendment.

We will now proceed with the site visits. Steve will provide directions.

E. Questions asked during pre-quote conference (and Government answers):

1. Question: When will NR water be introduced into Brawley site?

Answer: This is addressed by this amendment, see Performance Work Statement, section 5.2.

2. Question: When will award be made?

Answer: We anticipate a contract award of mid to late May 2000, but that could vary since the Imperial site is still under construction.

3. Question: What type of soil work/mechanical activity will be performed (if any) on planting bed tops and edges?

Answer: Only what could be normally expected to construct the wetlands sites.

4. Question: If invasive species demonstrate a major infestation/establishment (as the result of seeds and water truck/ground water) at the Brawley site, will the contractor be allowed extra hours and man power under indefinite order option?

Answer: No. However, please note that this amendment changes the Performance Requirements Summary (Attachment No. 1) and Quality Assurance Surveillance Plan (Attachment No. 3) with respect to this issue.

5. Question: What agency/organization will be responsible for volunteers wanting to work?

Answer: The Bureau of Reclamation will not be responsible for volunteers wanting to work on this solicitation/contract. Please note that the contractor is required to abide by the requirements of the Service Contract Act with respect to this contract/solicitation.

6. Question: How will planting beds be finished-off with respect to soil consistency and suitability to receive plant material?

Answer: Only what could be normally expected to construct the wetlands sites. There will be no special preparation performed by the constructor of either site.

7. Question: What provisions can the Bureau make to accommodate the contractor in the event that cattails emerge from within the sedimentation basin at depths of several feet, requiring a back hoe/grader and associated expenses?

Answer: The solicitation does not contain any requirement for the contractor to remove weeds from within the sedimentation basins.

8. Question: What provisions can the Bureau make to assist with project success in the event that cattails encroach on submerged portions of planting bed that have failed or slumped, creating areas of invasion species in depths of from 2 - 3 feet?

Answer: Please note that this amendment changes the Performance Requirements Summary (Attachment No. 1) and Quality Assurance Surveillance Plan (Attachment No. 3) with respect to this issue.

9. Question: If the Brawley site develops invasive species as the result of the time difference between construction and plant installation in Sept/October, will the Bureau provide additional funds as a change order to accommodate a contractor who would use labor (rather than chemicals) to perform removal of established non-target plants?

Answer: No. However, if significant invasion of salt cedar occurs prior to plant installation the Government may have them removed by others or by a contract modification prior to installation of aquatic plants.

Solicitation No. 00-SQ-30-0029
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